

This instrument prepared by:  
Daniel Hicks, Esquire  
Daniel Hicks, P.A.  
421 S. Pine Avenue  
Ocala, FL 34474  
File No. 2009-124DH

**FIRST ADDENDUM TO**  
**MEMORANDUM OF AGREEMENT**

THIS FIRST ADDENDUM TO MEMORANDUM OF AGREEMENT (the "Agreement") is dated the \_\_\_\_\_ day of November, 2009, between Sumter County, Florida (the "County"), a political subdivision of the State of Florida, and Character Oaks Real Estate, Inc., a Florida corporation ("Core"), and The Oaks At 138<sup>th</sup> Commercial Subdivision Property Owner's Association, Inc., a Florida not-for-profit corporation (collectively "DEVELOPER").

**RECITALS**

1. The Memorandum of Agreement being modified is the Memorandum of Agreement dated June 24, 2008, by and between Sumter County, Florida, a political subdivision of the State of Florida, Character Oaks Real Estate, Inc., a Florida corporation, Independent National Bank, a National Banking Association, Thomas G. Wenski, as Bishop of the Diocese of Orlando, and his successors in office, a corporation sole, and The Oaks At 138<sup>th</sup> Commercial Subdivision Property Owner's Association, Inc., a Florida not-for-profit corporation (the "Agreement").
2. Since the recording of the Agreement, CORE has sold only one (1) parcel of property described in Exhibit A to the Agreement, the parcel that was sold was sold to VIM&G, LLC, a Florida limited liability company, and is described on Exhibit A-1 attached hereto.
3. CORE desires to modify the minimum setback line from NE 86<sup>th</sup> Terrace from twenty-five (25) feet to fifteen (15) feet from the roadway right of way line.
4. The modification of the minimum setback line will not abridge or abrogate the rights of any party to the Memorandum of Agreement dated June 24, 2008.
5. All parties affected by this First Addendum are executing this agreement.

NOW THEREFORE, in recognition of the foregoing, the parties hereto agree to amend the Agreement as follows:

- A. CORE represents that all of the above recitals are true and correct.
- B. Delete Paragraph 3 of the Agreement and substitute in lieu thereof the following:

"3. Design, Setback, and Buffer Standards. The Property and portions of the Property may be developed and sold as single lots or as multiple lot parcels without the necessity of platting according to the following standards:

- a. No minimum lot size is required;
- b. No minimum lot width is required;

- c. All structures shall have a zero (0) foot minimum setback from property lines located within the Property; a ten (10) foot minimum setback from contiguous property not zoned residential; and a fifteen (15) foot minimum setback from contiguous property zoned residential. In addition, all structures shall have a twenty-five (25) foot minimum setback from the right-of-way for the portion of NE 138<sup>th</sup> Lane lying within 265.00 feet of the NE right of way of US Hwy 441/27, a fifteen (15) foot minimum setback from the right-of-way of NE 86<sup>th</sup> Terrace and a twenty-five (25) foot minimum setback from the right-of-way line for other roadways or streets which may be constructed within the Property, including without limitation that private roadways owned by the Association described in Exhibit "Z" to this Agreement. The setback requirements with respect to roadways shall not apply to walls, signage, and sign towers, provided that the County determines that such walls, signage, and sign towers are not habitable. Except as required by the Life Safety Code, no other setback or separation imposed by the county, the County's zoning ordinances, the County's Land Development Regulations, or the County's Code of Ordinances shall require a greater setback or separation;"

B. Except as modified herein, all provisions of the Agreement shall remain in full force and effect.

#### JOINDER

The undersigned, VIM&G, LLC, a Florida limited liability company joins in this First Addendum to Memorandum of Agreement to consent and join as an affected property owner.

VIM&G, LLC, a Florida limited liability  
company

\_\_\_\_\_  
Printed Signature

By: \_\_\_\_\_  
Jin Cai, as Managing Member

\_\_\_\_\_  
Printed Signature

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_ day of November, 2009, by Jin Cai, as Managing Member of VIM&G, LLC, a Florida limited liability company, on behalf of the Company, for the purpose expressed herein.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

Print Name: \_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Identification Produced: \_\_\_\_\_

IN WITNESS WHEREOF, the hands and seals of the parties on the date set forth above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA

By: \_\_\_\_\_  
Gloria Hayward, Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Approved as to form and content  
by Sumter County Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF SUMTER

The forgoing instrument was acknowledged before me this \_\_\_\_ day of November, 2009,  
by Richard Hoffman as Chairman, and by Gloria Hayward as Clerk (acting  
through \_\_\_\_\_ as deputy clerk), of and on behalf of the Board of County  
Commissioners, Sumter County, Florida, for the purpose expressed herein.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Personally Known \_\_\_\_ or Produced Identification \_\_\_\_\_  
Identification Produced: \_\_\_\_\_

CHARACTER OAKS REAL ESTATE, INC.,  
a Florida corporation

\_\_\_\_\_  
\_\_\_\_\_  
Printed Signature

By: \_\_\_\_\_  
Ronald D. Brown, President

\_\_\_\_\_  
\_\_\_\_\_  
Printed Signature

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2009,  
by Ronald D. Brown as President of and on behalf of Character Oaks Real Estate, Inc., a Florida  
corporation, for the purpose expressed herein.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Personally Known \_\_\_\_ or Produced Identification \_\_\_\_\_  
Identification Produced: \_\_\_\_\_

The Oaks at 138<sup>th</sup> Commercial Subdivision  
Property Owner's Association, Inc., a  
Florida not-for-profit corporation

\_\_\_\_\_  
\_\_\_\_\_  
Printed Signature

By: \_\_\_\_\_  
Ronald D. Brown, President

\_\_\_\_\_  
\_\_\_\_\_  
Printed Signature

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2009, by Ronald D.  
Brown as President of and on behalf of, The Oaks at 138<sup>th</sup> Commercial Subdivision Property Owner's  
Association, Inc., a Florida not-for-profit corporation, for the purpose expressed herein.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Personally Known \_\_\_\_ or Produced Identification \_\_\_\_\_  
Identification Produced: \_\_\_\_\_